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BOOK

837 PAGE 517

STATE OF TENNESSEE

JUN 24 2 29 PM '96

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$0

REAL ESTATE ASSIGNMENT
BK 837 PG 517

STATE OF TENNESSEE
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS THAT COMMUNITY MORTGAGE CORPORATION
(THE "TRANSFEROR", WHETHER ONE
OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF FORTY SEVEN
THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 ----- (\$47,250.00)
PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL SAVINGS BANK
(THE "TRANSFEREE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE,
THAT CERTAIN PROMISSORY NOTE FOR FORTY SEVEN THOUSAND TWO HUNDRED
FIFTY DOLLARS AND NO/100----- (\$47,250.00) DATED JUNE 11, 1996
MADE BY LARRY D. HAINES AND JUDY K. HAINES BEING PAYABLE
TO COMMUNITY MORTGAGE CORPORATION OR ORDER.

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY
TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE THAT CERTAIN
MORTGAGE (THE "LIEN") FROM LARRY D. HAINES AND JUDY K. HAINES
TO COMMUNITY MORTGAGE CORPORATION
DATED THE 11TH DAY OF JUNE, 1996, RECORDED IN
BOOK 837 PAGE 517 OF THE RECORDS IN THE
OFFICE OF THE CLERK OF THE SUPREME COURT, DESO TO COUNTY,
TENNESSEE, WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.

AND, THE TRANSFEROR DOES HEREBY REMISE, RELEASE AND QUITCLAIM
UNTO THE TRANSFEREE ALL OF THE RIGHT, TITLE AND INTEREST OF THE
TRANSFEROR IN AND TO THE PREMISES AND PROPERTY DESIGNATED IN THE
LIEN, IT BEING THE INTENTION OF THE UNDERSIGNED TO TRANSFER TO
THE TRANSFEREE THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE
SAME AND SAID SECURITY THEREFOR.

AND, THE TRANSFEROR REPRESENTS AND WARRANTS TO THE TRANSFEREE
THAT (I) THE LIEN HAS NOT BEEN AMENDED, (II) THAT THERE HAVE BEEN
NO DEFAULTS UNDER THE LIEN, (III) THAT THE TRANSFEROR HAS MAKE NO
PRIOR ASSIGNMENTS OF THE LIEN (IV) THAT THE TRANSFEROR HAS GOOD
AND LAWFUL RIGHT TO ASSIGN THE SAME, (V) THAT THERE ARE NO LIENS
SUPERIOR TO THE LIEN EXCEPT: (XX) NONE OR ()
FROM

TO WHICH THE
TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE
THAN \$ (VI) THAT ALL DISCLOSURES AND NOTICES
REQUIRED BY THE FEDERAL CONSUMER CREDIT PROTECTION ACT AND BY THE
REGULATIONS OF THE BOARD OF GOVERNORS PROMULGATED PURSUANT
THERE TO HAVE BEEN PROPERLY MADE AND GIVEN IN REGARD TO THE LIEN
AND (VII) THAT ALL OTHER LAWS, RULES AND REGULATIONS APPLICABLE
TO THE LIEN HAVE BEEN FULLY AND FAITHFULLY COMPLIED WITH.

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO
BE NOT LESS THAN \$ 47,250.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT,
AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 12TH DAY OF
JUNE, 1996.

BY Kathryn L. Harris
VTS: Sr. Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN
SAID STATE, HEREBY CERTIFY THAT Kathryn L. Harris
WHOSE NAME AS Sr. Vice President OF COMMUNITY MORTGAGE
CORPORATION IS SIGNED TO THE FOREGOING INSTRUMENT AND
WHO IS KNOWN TO ME, ACKNOWLEDGE BEFORE ME ON THIS DAY, THAT HE
INFORMED OF THE CONTENTS OF THE CONVEYANCE, HE IN HIS CAPACITY AS
SUCH OFFICER EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME
BEARS DATE, WITH FULL AUTHORITY FOR AND AS THE ACT OF SAID PUBLIC
CORPORATION.
GIVEN UNDER MY HAND AND SEAL THIS THE 12TH DAY OF JUNE
1996.

NOTARY PUBLIC
MY COMMISSION EXPIRES SEPTEMBER 1997